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DE HOTELES, S.A. DE C.V. s/h/a THE CROWN
PARADISE HOTELS, THE CROWN PARADISE
CLUB and MARINA DE ORO*

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

-----X
TRAVIS GAMBERS,

Plaintiff,
-against-

THE CROWN PARADISE HOTELS, THE
CROWN PARADISE CLUB, MARINA DE
ORO, RESORTS CONDOMINIUMS
INTERNATIONAL, LLC., FN REALTY
SERVICES, INC.,

Civil Action No.:
1:07-cv-04841-BSJ

**ANSWER WITH
CROSS-CLAIM**

Trial By Jury Demanded

Defendants.
-----X

Defendant, LATINOAMERICANA DE HOTELES, S.A. DE C.V., s/h/a THE CROWN
PARADISE HOTELS, THE CROWN PARADISE CLUB and MARINA DE ORO, by its
attorneys, MOLOD SPITZ & DeSANTIS, P.C., answering the Complaint of the Plaintiff states,
upon information and belief:

FIRST: Denies having knowledge or information sufficient to form a belief as to
each and every allegation in the Complaint designated as paragraph 1.

SECOND: Denies each and every allegation in the Complaint designated as paragraph 2, except admits LATINOAMERICANA DE HOTELES, S.A. DE C.V., is a corporation duly organized pursuant to the laws of Mexico.

THIRD: Denies each and every allegation in the Complaint designated as paragraph 3.

FOURTH: Denies each and every allegation in the Complaint designated as paragraph 4 in that Crown Paradise Club is a non-jural entity.

FIFTH: Denies each and every allegation in the Complaint designated as paragraph 5.

SIXTH: Denies each and every allegation in the Complaint designated as paragraph 6 in that Marina De Oro is a non-jural entity.

SEVENTH: Denies each and every allegation in the Complaint designated as paragraph 7.

EIGHTH: Denies having knowledge or information sufficient to form a belief as to each and every allegation in the Complaint designated as paragraph 8.

NINTH: Denies having knowledge or information sufficient to form a belief as to each and every allegation in the Complaint designated as paragraph 9.

TENTH: Denies having knowledge or information sufficient to form a belief as to each and every allegation in the Complaint designated as paragraph 10.

ELEVENTH: Denies each and every allegation in the Complaint designated as paragraph 11.

TWELFTH: Denies each and every allegation in the Complaint designated as paragraph 12.

THIRTEENTH: Denies each and every allegation in the Complaint designated as paragraph **13**.

FOURTEENTH: Denies each and every allegation in the Complaint designated as paragraph **14**.

FIFTEENTH: Denies each and every allegation in the Complaint designated as paragraph **15**.

SIXTEENTH: Denies each and every allegation in the Complaint designated as paragraph **16**.

SEVENTEENTH: Denies having knowledge or information sufficient to form a belief as to each and every allegation in the Complaint designated as paragraph **17**.

EIGHTEENTH: Denies having knowledge or information sufficient to form a belief as to each and every allegation in the Complaint designated as paragraph **18**.

NINETEENTH: Denies each and every allegation in the Complaint designated as paragraph **19**.

TWENTIETH: Denies each and every allegation in the Complaint designated as paragraph **20**.

TWENTY-FIRST: Denies each and every allegation in the Complaint designated as paragraph **21**.

TWENTY-SECOND: Denies having knowledge or information sufficient to form a belief as to each and every allegation in the Complaint designated as paragraph **22**.

TWENTY-THIRD: Denies each and every allegation in the Complaint designated as paragraph **23**.

TWENTY-FOURTH: Denies having knowledge or information sufficient to form a belief as to each and every allegation in the Complaint designated as paragraph 24.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

TWENTY-FIFTH: The Court has no jurisdiction over the subject matter of this claim.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

TWENTY-SIXTH: Plaintiff lacks jurisdiction in that the answering Defendants were not properly served pursuant to the Hague Convention.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

TWENTY-SEVENTH: That the Court has no jurisdiction over the defendant CROWN PARADISE CLUB by virtue of the fact that it is a non-jural entity.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

TWENTY-EIGHTH: The Plaintiff herein has failed to obtain jurisdiction for this claim, as the entity allegedly served, CROWN PARADISE CLUB, is non-jural.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

TWENTY-NINTH: That the Court has no jurisdiction over the defendant MARINA DE ORO by virtue of the fact that it is a non-jural entity.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

THIRTIETH: The Plaintiff herein has failed to obtain jurisdiction for this claim, as the entity allegedly served, MARINA DE ORA, is non-jural.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

THIRTY-FIRST: If the Plaintiff sustained any injuries and/or damages at the time and place mentioned in the Complaint herein, those injuries or damages were caused solely or in part by reason of the culpable conduct, contributory negligence or assumption of the risk of the

Plaintiff and the answering Defendant herein seeks a dismissal of the Complaint or a diminution of any recovery for the proportion which the culpable conduct attributable to the Plaintiff bears to the culpable conduct which caused the injuries or damages.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

THIRTY-SECOND: Defendant affirmatively pleads the provisions of CPLR Section 4545 insofar as applicable, to the reduction of any recovery the Plaintiff might be awarded.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

THIRTY-THIRD: If this answering Defendant is found liable, such liability is less than or equal to 50% of the total liability of all persons who may be found liable and therefore this answering Defendant's liability shall be limited in accordance with Article 16, CPLR.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

THIRTY-FOURTH: The complaint is defective in failing to affirmatively plead an exception to CPLR Article 16.

AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE

THIRTY-FIFTH: If the Plaintiff sustained any injuries or damages at the time and place mentioned in the Complaint herein, those injuries or damages were caused solely or in part by some other party, person, firm or corporation, his/her/its/their agents, servants or employees over whom this answering Defendant had no control and for whose carelessness, negligence or want of care this answering Defendant was not and is not responsible or liable.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

THIRTY-SIXTH: That Plaintiff has failed to state a cause of action upon which relief can be granted.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

THIRTY-SEVENTH: Mexican law should apply with regard to negligence and amount of damages permissible.

AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE

THIRTY-EIGHTH: The Court has not acquired jurisdiction over the subject matter of this litigation based upon improper venue.

**AS AND FOR A CROSS-CLAIM AGAINST CO-DEFENDANTS
RCI, LLC AND FN REALTY SERVICES, INC.,
THIS ANSWERING DEFENDANT ALLEGES AS FOLLOWS:**

THIRTY-NINTH: That if Plaintiff was caused injuries and/or damages as alleged in the Complaint through negligence other than Plaintiff's own negligence, carelessness and recklessness, said injuries and/or damages were sustained due to the primary and active, negligent, careless and reckless acts of omission or commission of the Co-Defendants, RCI, LLC, improperly named in plaintiff's complaint by its former name "Resorts Condominiums International, LLC" and FN REALTY SERVICES, INC., with the negligence, if any, of the answering Defendant being secondary and/or derivative only.

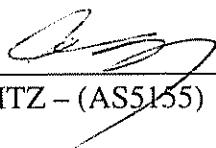
FORTIETH: That if Plaintiff should recover judgment against the answering Defendant, then Co-Defendants, RCI, LLC, improperly named in plaintiff's complaint by its former name "Resorts Condominiums International, LLC" and FN REALTY SERVICES, INC., shall be liable to said answering Defendant for the full amount of said judgment or on the basis of apportionment of responsibility for the alleged occurrence, the answering Defendant is entitled to indemnification from and judgment over the against the Co-Defendants, RCI, LLC, improperly named in plaintiff's complaint by its former name "Resorts Condominiums International, LLC"

and FN REALTY SERVICES, INC., for all or part of any verdict or judgment which Plaintiff may recover in such amounts as a jury or Court may direct.

WHEREFORE, the answering Defendant demands judgment dismissing Plaintiff's complaint against him; and further demands judgment over and against Co-Defendants, RCI, LLC, improperly named in plaintiff's complaint by its former name "Resorts Condominiums International, LLC" and FN REALTY SERVICES, INC., for the amount of any judgment obtained against the answering Defendant by Plaintiff, or on the basis of the apportionment of responsibility in such amounts as a jury or Court may direct, together with the costs, disbursements and expense of this action.

Dated: New York, New York
August 3, 2007

MOLOD SPITZ & DeSANTIS, P.C.
Attorneys for Defendant
LATINOAMERICANO DE HOTELES, S.A. DE C.V.
s/h/a THE CROWN PARADISE HOTELS, THE
CROWN PARADISE CLUB and MARINA DE ORO

By: 
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